NAFR

HIGH COURT OF CHHATTISGARH, BILASPUR

MAC No. 1515 of 2015

United India Insurance Company Limited Through Its Divisional Manager, United India Insurance Company Limited, Near Post Office, Station Road, Bhatapara, P. S. Bhatapara, District Balauda Bazar (Bhatapara).........(Non Applicant No. 3)

---- Appellant

Versus

1. Manoj Kumar Sahu S/o Shri Ashikram Sahu, Aged About 38 Years R/o Simga, P. S. And Tahsil Simga, District Balauda Bazar Bhatapara (Chhattisgarh)........(Driver Of Vehicle Tata Magic No. C G 04 T 4577)....... (Non Applicant No. 1)

2. Ram Kumar Verma S/o Shri Madhoram Verma, Aged About 55 Years R/o Village Itai, P. S. And Tahsil Nawagarh, District Bemetara (Chhattisgarh)........ (Owner Of Vehicle Tata Magic No. C G 04 T 4577)......(Non Applicant No. 2)

3. Surya Prakash Banjare S/o Premdas Banjare, Aged About 46 Years R/o Ward No. 1, Pikari, Bemetara, Thana Tahsil And District Bemetara (Chhattisgarh)..........(Applicant / Claimant)

---- Respondents

For Appellant	:	Shri Sanjay S. Agrawal with Shri Varun Sharma, Advocates
For respondents 1 & 2	:	Shri Samir Singh, Advocate
For respondents No.3	:	Shri D.N. Prajapati, Advocate

S.B.:Hon'ble Shri Justice Manindra Mohan Shrivastava

Order On Board

28/03/2016

1. Heard on I.A.No.1, application for condonation of delay in filing the appeal.

2. Taking into consideration the period of delay and the explanation offered, the application is allowed. Delay in filing the appeal is condoned.

3. Heard on admission.

4. The sole submission of learned counsel for the appellant-Insurance Company is that in the absence of there being a valid permit on the date of accident on 2.3.2014, there was breach of insurance policy conditions. Therefore, the insurance company would not be liable.

5. The total amount of compensation awarded by the Claims Tribunal is Rs.38,099/- on the findings that on the date of accident, the driver was having valid licence, vehicle was registered and that on facts there was no evidence to prove that the vehicle was being used as a commercial vehicle either for transportation of goods or passengers.

6. In view of the above, on facts, it has to be held that the insurance company failed to prove that there was breach of material terms and conditions of insurance so as to exonerate the insurance company from its liability. Therefore, I am not inclined to interfere with the award.

7. The appeal is accordingly dismissed.

Sd/-
(Manindra Mohan Shrivastava)
Judge

Praveen